

**Lee County Board of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20031481

1. REQUESTED MOTION:

ACTION REQUESTED: Request Board to: (1) Approve an exchange of real property interests (under §125.37, F.S.) in a portion of the County's Green Meadow Wellfield easement in exchange for a Perpetual Easement Grant also located in the Green Meadows Wellfield; authorize the execution of a resolution and agreement for the exchange of real property governing the terms of the exchange and authorize the Chairman to sign the necessary documents to complete the exchange according to the terms of the exchange agreement; and (2) Approve and execute the Green Meadows Wellfield Monitoring Access Agreement.

WHY ACTION IS NECESSARY: An exchange of County-owned property under §125.37, F.S., requires approval by the Board of County Commissioners.

WHAT ACTION ACCOMPLISHES: Authorizes an exchange of County-owned property under §125.37, F.S., and provides Lee County Utilities an easement to access and monitor water wells located in Green Meadows.

2. **DEPARTMENTAL CATEGORY:** *AT 12*
COMMISSION DISTRICT *5:00 #6*

3. **MEETING DATE:**
04-27-2004

4. **AGENDA:**

CONSENT

ADMINISTRATIVE

APPEALS

PUBLIC

WALK ON

TIME REQUIRED:
 5 Minutes

5. **REQUIREMENT/PURPOSE:**
(Specify)

STATUTE §125.37

ORDINANCE

ADMIN. CODE

OTHER

6. **REQUESTOR OF INFORMATION:**

A. COMMISSIONER

B. DEPARTMENT *County Attorney*

C. DIVISION *General Services*

BY: *Scott S. Coover*
 Scott S. Coover,
 Assistant County Attorney

7. **BACKGROUND:**

The County has received a request from Florida Rock Industries, Inc., and Florida Rock Properties, Inc., (collectively "Florida Rock"), the owners of certain real property lying East of I-75 and North of Alico Road known as Green Meadows Wellfield located in Sections 26, 27, 28, 33, 34, 35 and 36, Township 45 South, Range 26 East, and in Sections 32 and 33, Township 45 South, Range 27 East, Lee County, Florida, to exchange a portion of an easement owned by the County located in Green Meadows Wellfield Sections 25, 26, 27, 28, 33, 34, 35, and 36, Township 45 South, Range 26 East, and in Sections 29, 30, 31 and 32, Township 45 South, Range 27 East, Lee County, Florida.

Florida Rock is seeking to develop the property for future mining operations. Exchanging the County's current easement for an easement from Florida Rock would accommodate Florida Rock's anticipated use of the land for mining operations and provide the County improved access for the installation and maintenance of public water supply wells and raw water transmission lines.

(Continued on Page 2)

8. **MANAGEMENT RECOMMENDATIONS:**

9. **RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>[Signature]</i>	N/A	N/A	N/A	<i>[Signature]</i>	OA <i>3/29/04</i>	OM <i>3/30/04</i>	RISK <i>3/29/04</i>	GC <i>3/29/04</i>	<i>[Signature]</i> 3.25.04

10. **COMMISSION ACTION:**

APPROVED

DENIED

DEFERRED

OTHER

RECEIVED BY
 COUNTY ADMIN: *[Signature]*

03/25/04

COUNTY ADMIN
 FORWARDED TO: *[Signature]*

3/31/04

21.30pm

The exchange of property is the entire consideration for this transaction. The County will pay the advertising costs of required publication and (if approved) Florida Rock will be responsible for all other costs effecting the exchange. No funding is required.

The conveyance by the County will be by statutory County Deed. Conveyance to the County will be by Perpetual Easement Grant.

The proposed exchange has been reviewed and approved by the Lee County Utilities.

As a condition of Lee County Utilities water use permit for the Green Meadows Wellfield, issued by the South Florida Water Management District, Lee County Utilities is required to monitor these wetlands. Florida Rock is prepared to provide Lee County Utilities an access easement grant to monitor the Green Meadows Wetlands. Lee County Utilities recommends approval of the Green Meadows Wellfield Monitoring Access Agreement.

- ATTACHMENTS:**
- (1) Resolution Approving Exchange of Property (1-Original)
 - (2) Agreement for Exchange of Real Property (1-Original)
 - Exhibit A - Statutory County Deed (1-Original)
 - Exhibit B - Perpetual Easement Grant (1-Original)
 - (3) Sketch of properties to be exchanged
 - (4) Green Meadows Wellfield Monitoring Access Agreement (1-Original)
 - (5) Notice of Intent

Due to
Public Resources
by
4/15/04
MAR 24 2004

RESOLUTION NO. _____

RESOLUTION APPROVING EXCHANGE OF PROPERTY

WHEREAS, Lee County, a political subdivision of the State of Florida (Lee County), is desirous of exchanging certain easements which will provide improved access for installation and maintenance of public water supply wells and raw water transmission lines; and

WHEREAS, Lee County holds certain easements over and across property owned in fee simple by Florida Rock Industries, Inc., in Sections 25, 26, 27, 28, 33, 34, 35 and 36, Township 45 South, Range 26 East, and in Sections 29, 30, 31 and 32, Township 45 South, Range 27 East, Lee County, Florida, for the placement of potable water supply wells and raw water transmission lines; and

WHEREAS, Florida Rock Industries, Inc., and Florida Rock Properties, Inc., (collectively "Florida Rock"), desire to obtain a release of certain Lee County easements which may interfere with their future mining operations; and

WHEREAS, Florida Rock owns certain real property in Sections 26, 27, 28, 33, 34, 35 and 36, Township 45 South, Range 26 East, and in Sections 32 and 33, Township 45 South, Range 27 East, Lee County, Florida, and desires to exchange easements for a release of certain easements owned by Lee County; and

WHEREAS, Lee County finds that the easements proposed to be released are not needed for county purposes if an exchange is made between the Parties, and that such an exchange advances necessary Lee County Utility purposes; and

WHEREAS, each of the parties will exchange their respective interests in the real property described herein; and

WHEREAS, the Board believes it is in the best interest of the public to exchange the real property interests described herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that, in consideration of the mutual covenants and commitments contained herein, the parties hereby agree to the following as the operative provision to effect a property exchange addressing each of the above referenced concerns:

The Board accepts the terms and conditions of the exchange of real property interests as set forth in the Agreement For The Exchange of Real Property between the parties.

Lee County will convey by statutory County Deed an easement to Florida Rock, as described in Exhibit "A" of the Agreement For The Exchange Of Real Property.

Florida Rock, will convey an easement to Lee County by Perpetual Easement Grant as described in Exhibit "B" of the Agreement For The Exchange Of Real Property.

The Chairman, on behalf of the Board of County Commissioners, is hereby authorized to execute the Agreement For The Exchange of Real Property and the statutory County Deed necessary to convey to Florida Rock, the real property interest described in attached Exhibit "A"; to accept the conveyance of the real property interests from Florida Rock, described in attached Exhibit "B"; and to do those things necessary and appropriate to complete the exchange of real property interest under §125.37, Florida Statutes (2003).

This exchange has been duly noticed and complies with §125.37, Florida Statutes (2003).

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and, being put to vote, the vote was as follows:

BOB JANES	_____
DOUGLAS ST. CERNY	_____
RAY JUDAH	_____
ANDREW W. COY	_____
JOHN E. ALBION	_____

DULY PASSED AND ADOPTED THIS _____ day of _____, 2004.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

Attachments: Agreement For The Exchange of Real Property, including attached Exhibits "A" and Exhibit "B"

**AGREEMENT FOR THE
EXCHANGE OF REAL PROPERTY**

THIS AGREEMENT is entered into on this ___ day of _____, 2004, by and between **LEE COUNTY**, a political subdivision of the State of Florida ("County"); and **FLORIDA ROCK INDUSTRIES, INC., a Florida corporation**, and **FLORIDA ROCK PROPERTIES, INC., a Florida corporation** (hereinafter collectively referred to as "Florida Rock"); County and Florida Rock being hereinafter collectively referred to as the "Parties."

WHEREAS, the County owns certain easements in Sections 25, 26, 27, 28, 33, 34, 35 and 36, Township 45 South, Range 26 East, and in Sections 29, 30, 31 and 32, Township 45 South, Range 27 East, Lee County, Florida, for the placement of potable water wells and lines; and

WHEREAS, Florida Rock owns certain real property in Sections 26, 27, 28, 33, 34, 35 and 36, Township 45 South, Range 26 East, and in Sections 32 and 33, Township 45 South, Range 27 East, Lee County, Florida, and desires to exchange easements over same for the County's certain easements; and

WHEREAS, the County finds that the County's easements are not needed for County purposes if an exchange is made between the Parties, and that such an exchange advances necessary County utility purposes; and

WHEREAS, the County is authorized to exchange County property for other property pursuant to section 125.37; Florida Statutes; and

WHEREAS, based upon the foregoing, the Parties agree to exchange those certain easements as outlined further herein and pursuant to the terms of Section 125.37, Florida Statutes, and this Agreement.

NOW THEREFORE, in consideration of the above, the mutual promises made between the Parties, and the terms and conditions of this Agreement, the sufficiency of which is acknowledged by the Parties, the County and Florida Rock hereby agree that the following will constitute the operative provisions for the exchange of the said easements as follows:

1. The County will convey to Florida Rock by County Deed, all of the real property interests as outlined in Composite Exhibit "A" hereto.
2. Florida Rock will convey to Lee County by Perpetual Easement, all of the real property interests as outlined in Composite Exhibit "B" hereto.
3. Florida Rock shall provide evidence of title acceptable to the County Attorney for all parcels to be conveyed by Florida Rock, and all applicable taxes assessed against such exchanged properties from Florida Rock shall be paid by Florida Rock. Additionally, as part of the consideration for this exchange, Florida Rock agrees to pay all documentary stamp costs and recording costs associated with this exchange transaction.
4. The Parties agree that the real property exchanged under this Agreement is being conveyed and accepted each to the other, in an "as is" condition, and in particular, with no warranties or guarantees either expressed or implied given by the County to Florida Rock.

5. The Parties agree that closing of this property exchange shall occur on or before thirty (30) days from the date of execution of this Agreement and subsequent to all statutory notices as required by Section 125.37, Florida Statutes. The County will provide notice of this proposed property exchange prior to the County's execution of this Agreement. The time of closing may be changed by mutual agreement of the Parties in writing, and the Lee County Administrator, or his designee, is hereby authorized and empowered to agree on behalf of the County to any such extensions as may be determined to be necessary or appropriate to allow a reasonable time for the preparation, execution, modification and recording of documents, and any other acts herein described.

6. This Agreement sets forth all of the consideration for the exchange of the referenced properties, and no other consideration is contemplated herein.

7. This Agreement may be amended upon the concurrence of both Parties, with such amendment(s) reduced to writing and adopted with the same formalities as this Agreement.

8. This Agreement is for the exclusive benefit of the Parties hereto, and as such, conveys no right, title or interest in the exchanged properties to any third party claiming under same.

9. The Parties agree that time is of the essence in the fulfillment of the terms and obligations of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized representatives on the date as first written above.

**FLORIDA ROCK INDUSTRIES, INC.,
a Florida corporation**

By: J.S. Baker

Name: Thompson S. Baker II

Title: V.P.

(corporate seal)

J. Michael O'Berry
Witness Signature

J. Michael O'Berry
Type/Print Witness Name

Donna Baker
Witness Signature

Donna Baker
Type/Print Witness Name

**FLORIDA ROCK PROPERTIES, INC.,
a Florida corporation**

By: John E. Anderson

Name: John E. Anderson

Title: Chairman/CEO

(corporate seal)

Judy Gneisig
Witness Signature

Judy Gneisig
Type/Print Witness Name

Delores L Jones
Witness Signature

DELORES L JONES
Type/Print Witness Name

**ATTEST
CHARLIE GREEN, CLERK**

By: _____
Deputy Clerk

**BOARD OF COUNTY
COMMISSIONERS OF LEE
COUNTY, FLORIDA**

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

THIS INSTRUMENT PREPARED BY:
Russell P. Schropp, Esq.
P.O. Box 280
Fort Myers, FL 33902-0280

EXHIBIT A

**COUNTY DEED
(Statutory)**

THIS DEED, executed this ___ day of _____, 2004, by **LEE COUNTY, Florida, a Political Subdivision of the State of Florida**, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398, first party, is made to **FLORIDA ROCK INDUSTRIES, INC., a Florida corporation**, and **FLORIDA ROCK PROPERTIES, INC., a Florida corporation**, whose address is 155 East 21st Street, Jacksonville, Florida 32206, party of the second part.

WITNESSETH:

THAT the said party of the first part, for and in consideration of the sum of \$10.00 to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever and subject to the conditions cited below, all of the described interests in certain lands, lying and being in Lee County, Florida, to wit:

See: Exhibit "A" attached hereto and made a part hereof for the description of the easements conveyed herein. This conveyance is made subject to any existing restrictions or reservations of record with respect to the described easement.

This grant conveys only those interests and rights as held by the County and its Board of County Commissioners in the lands as herein described, and is made as part of an exchange for other easements from the party of the second part pursuant to Section 125.37, Florida Statutes.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Chairman

By: _____
Deputy Clerk

APPROVED AS TO FORM

By: _____
Office of the County Attorney

EXHIBIT "A"

Easements Conveyed by Lee County to Florida Rock Industries, Inc.

Those certain easements granted pursuant to that certain Grant of Easement recorded in OR Book 933, Pages 667-670, Public Records of Lee County, Florida, more particularly described therein as the following:

Parcel 2: The middle 200.0 feet of the south 200.0 feet of Section 28, T45S, R26E;

Parcel 3: The south 200.0 feet of the east 200.0 feet of Section 28, T45S, R26E;

Parcel 4: The middle 200.0 feet of the south 200.0 feet of Section 27, T45S, R26E;

Parcel 5: The south 200.0 feet of the east 200.0 feet of Section 27, T45S, R26E;

Parcel 6: The south 200.0 feet of the east 100.0 feet of the SW $\frac{1}{4}$ and the south 200.0 feet of the west 100.0 feet of the SE $\frac{1}{4}$ of Section 26, T45S, R26E;

Parcel 7: The south 200.0 feet of the east 200.0 feet of Section 26, T45S, R26E;

Parcel 14: The middle 200.0 feet of the west 200.0 feet of the east $\frac{1}{2}$ of Section 32, T45S, R27E;

Portion of R/W Parcel 30: The south 60.0 feet of the east $\frac{1}{2}$ of Section 28, T45S, R26E;

R/W Parcel 31: The south 60.0 feet of Section 27, T45S, R26E, excluding parcels 4 and 5;

R/W Parcel 32: The south 60.0 feet of Section 26, T45S, R26E, excluding parcels 6 and 7;

R/W Parcel 36: The west 60.0 feet of the east $\frac{1}{2}$ of section 32, T45S, R27E, excluding parcel 14;

--AND--

Portions of those certain easements granted pursuant to instrument recorded at OR Book 1193, Pg 312, Public Records of Lee County, Florida, described as follows:

The north 66.0 feet of the east 266.0 feet of Section 33, T45S, R26E; and

The north 66.0 feet of Section 34, T45S, R26E; and

The 66.0 feet lying west of the SE 200.0 feet of Section 27, T45S, R26E; and

The 66.0 feet lying north of the SE 200.0 feet of Section 27, T45S, R26E; and

The west 66.0 feet of Section 26, T45S, R26E, lying north of the south 200.0 feet of said Section 26 and lying south of the FP&L easement in OR Book 872, Page 96, Public Records of Lee County.

All of the above lying in Lee County, Florida.

THIS INSTRUMENT PREPARED BY:
Russell P. Schropp, Esq.
P.O. Box 280
Fort Myers, FL 33902-0280

EXHIBIT B

PERPETUAL EASEMENT GRANT

THIS INDENTURE, made and entered into this ___ day of _____, 2004 between **FLORIDA ROCK INDUSTRIES, INC., a Florida corporation, and FLORIDA ROCK PROPERTIES, INC., a Florida Corporation**, whose address is 155 East 21st Street, Jacksonville, Florida 32206 (hereinafter collectively referred to as Grantor) and **LEE COUNTY, a political subdivision of the State of Florida**, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398 (hereinafter referred to as Grantee):

WITNESSETH:

1. For an in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to the Grantee, its successors and assigns a perpetual easement for potable water lines, well fields and related purposes over, under and across the following property:

**See Sketches and Legal Descriptions attached hereto
and incorporated herein by reference as Exhibit "A"**

2. Grantee, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew and maintain potable water wells and associated water mains, together with necessary connections, valves and other appurtenances (hereinafter collectively referred to as "facilities"), to be located on,

under, across and through the above described property with the additional right, privilege and authority to inspect, remove, replace and repair said facilities, and to trim and remove roots, shrubs, bushes and plants which affect the operation of said facilities. The Grantee shall have all rights and privileges necessary or convenient for the full enjoyment or use hereof.

3. The area of this perpetual easement is restricted and reserved for the facilities, except it may be used for roadways, streets, driveways, walkways or similar uses necessary or convenient to provide access to Grantor's property in Sections 25, 26, 27, 28, 33, 34, 35 and 36, Township 45 South, Range 26 East, and in Sections 32 and 33, Township 45 South, Range 27 East, Lee County, Florida, provided said use shall not interfere with the Grantee's use and enjoyment of its easement rights created hereunder.

4. Any necessary repairs or relocations of the facilities located within this easement caused by the activities of Grantor, its agents or assignees, shall be the sole responsibility of Grantor.

5. Title to the facilities constructed hereunder shall remain in the Grantee, Grantee's successors, appointees and assigns.

6. As used herein, the terms "Grantor" and "Grantee" are used for singular and plural, as the context requires, and shall include the heirs, successors in interest and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signed and Sealed
in the Presence of:

FLORIDA ROCK INDUSTRIES, INC.,
a Florida corporation

Donna Baker
Witness Signature

By: TSB II

Donna Baker
Type/Print Witness Name

Thompson S. Baker II v.p.
Printed Name and Title

J. Michael OBerry
Witness Signature

J. Michael OBerry
Type/Print Witness Name

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 5 day of Feb, 2004 by Thompson S. Baker, as Vice President of Florida Rock Industries, Inc., a corporation under the laws of the State of Florida, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

Vicki J. Kuczarski
Notary Public Signature

Vicki J. Kuczarski
Type/Print Notary Name

Commission No.: _____



Vicki J Kuczarski
My Commission DD182890
Expires April 23, 2007

Signed and Sealed
in the Presence of:

FLORIDA ROCK PROPERTIES, INC.,
a Florida corporation

Delores L. Jones
Witness Signature

By: *John E. Anderson*

DELORES L. JONES
Type/Print Name

John E Anderson - Chairman/CEO
Printed Name and Title

Doana Thompson
Witness Signature

Doana Thompson
Type/Print Name

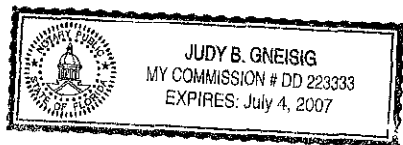
STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 4th day of March, 2004, by John E. Anderson, as Chairman of Florida Rock Properties, Inc., a corporation under the laws of the State of Florida, who is personally known to me or who has produced _____ as identification.

Judy B. Gneisig
Notary Public Signature

My Commission expires:

Judy B. Gneisig
Type/Print Notary Name
Commission No.: _____



Approved and accepted for and on behalf of Lee County, Florida, this 9th day of March, 2004.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

[Type or Print Name]
Deputy Clerk

Approved as to form by:

County Attorney's Office



950 Encore Way • Naples, Florida 34110 • Phone: 239.254.2000 • Fax: 239.254.2075

HM PROJECT #1993103
12/16/2
REF. DWG. #A-1455-3
PAGE 1 OF 3

EXHIBIT A to
Perpetual Easement Grant

LEGAL DESCRIPTION - PARCEL "A"

A PORTION OF SECTIONS 26, 27, 28, 33, 34, AND 35, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SECTION 33, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.00°07'43"W., ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 33, FOR A DISTANCE OF 200.02 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°07'43"W., ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 33, FOR A DISTANCE OF 2,540.55 FEET; THENCE RUN N.16°46'16"E., FOR A DISTANCE OF 432.37 FEET; THENCE RUN N.76°18'42"W., FOR A DISTANCE OF 129.14 FEET; THENCE RUN N.13°41'18"E., FOR A DISTANCE OF 200.00 FEET; THENCE RUN S.76°18'42"E., FOR A DISTANCE OF 139.91 FEET; THENCE RUN N.16°46'16"E., FOR A DISTANCE OF 1,178.91 FEET; THENCE RUN N.17°25'43"W., FOR A DISTANCE OF 1,770.89 FEET; THENCE RUN N.00°07'43"W., FOR A DISTANCE OF 385.75 FEET; THENCE RUN N.89°52'17"E., FOR A DISTANCE OF 200.00 FEET; THENCE RUN S.51°21'08"E., FOR A DISTANCE OF 1,054.10 FEET; THENCE RUN S.75°50'35"E., FOR A DISTANCE OF 1,578.10 FEET; THENCE RUN N.48°37'33"E., FOR A DISTANCE OF 767.08 FEET; THENCE RUN N.33°34'33"W., FOR A DISTANCE OF 545.25 FEET; THENCE RUN N.56°25'27"E., FOR A DISTANCE OF 200.00 FEET; THENCE RUN S.33°34'33"E., FOR A DISTANCE OF 42.62 FEET; THENCE RUN N.80°21'37"E., FOR A DISTANCE OF 1,203.58 FEET; THENCE RUN S.89°38'57"E., FOR A DISTANCE OF 561.32 FEET; THENCE RUN S.59°49'57"E., FOR A DISTANCE OF 164.80 FEET; THENCE RUN S.83°16'14"E., FOR A DISTANCE OF 227.94 FEET; THENCE RUN N.82°03'01"E., FOR A DISTANCE OF 241.66 FEET; THENCE RUN N.60°51'17"E., FOR A DISTANCE OF 147.00 FEET; THENCE RUN S.89°38'57"E., FOR A DISTANCE OF 603.14 FEET; THENCE RUN S.11°51'36"E., FOR A DISTANCE OF 1,109.59 FEET; THENCE RUN N.79°44'25"E., FOR A DISTANCE OF 955.15 FEET; THENCE RUN N.10°15'35"W., FOR A DISTANCE OF 140.00 FEET; THENCE RUN N.79°44'25"E., FOR A DISTANCE OF 200.00 FEET; THENCE RUN S.10°15'35"E., FOR A DISTANCE OF 140.00 FEET; THENCE RUN N.79°44'25"E., FOR A DISTANCE OF 470.08 FEET; THENCE RUN N.27°55'06"E., FOR A DISTANCE OF 1,676.71 FEET; THENCE RUN S.62°04'54"E., FOR A DISTANCE OF 200.00 FEET; THENCE RUN S.27°55'06"W., FOR A DISTANCE OF 200.00 FEET; THENCE RUN N.62°04'54"W., FOR A DISTANCE OF 140.00 FEET; THENCE RUN S.27°55'06"W., FOR A DISTANCE OF 423.33 FEET; THENCE RUN S.85°29'40"E., FOR A DISTANCE OF 1,061.64 FEET; THENCE RUN N.13°08'07"E., FOR A DISTANCE OF 852.28 FEET; THENCE RUN N.88°36'32"E., FOR A DISTANCE OF 527.04 FEET; THENCE RUN N.20°10'24"E., FOR A DISTANCE OF 343.90 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF A FLORIDA POWER AND LIGHT COMPANY EASEMENT RECORDED IN O.R. BOOK 872 AT PAGE 96 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.75°34'30"E., ALONG THE SOUTHWESTERLY BOUNDARY OF SAID EASEMENT, FOR A DISTANCE OF 2932.55 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.01°57'25"E., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, FOR A DISTANCE OF 2094.73 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 26; THENCE RUN N.88°39'06"W., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, FOR A DISTANCE OF 60.10 FEET TO A POINT 60.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE RUN N.01°57'25"W., PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, FOR A DISTANCE OF 1,846.23 FEET; THENCE RUN S.88°02'35"W., FOR A DISTANCE OF 140.00 FEET; THENCE RUN N.01°57'25"W., FOR A DISTANCE OF 200.00 FEET; THENCE RUN N.88°02'35"E., FOR A DISTANCE OF 140.46 FEET TO A POINT 60.00 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTHWESTERLY BOUNDARY OF THE FLORIDA POWER AND LIGHT COMPANY EASEMENT RECORDED IN O.R. BOOK 872 AT PAGE 96 OF THE PUBLIC RECORDS OF LEE COUNTY,

FLORIDA; THENCE RUN N.75°34'30"W., PARALLEL WITH THE SOUTHWESTERLY BOUNDARY OF SAID EASEMENT, FOR A DISTANCE OF 2,833.87 FEET; THENCE RUN S.20°10'24"W., FOR A DISTANCE OF 330.44 FEET; THENCE RUN S.88°36'32"W., FOR A DISTANCE OF 521.41 FEET; THENCE RUN S.13°08'07"W., FOR A DISTANCE OF 857.43 FEET; THENCE RUN N.85°29'40"W., FOR A DISTANCE OF 1,139.20 FEET; THENCE RUN S.27°55'06"W., FOR A DISTANCE OF 1,017.14 FEET; THENCE RUN S.79°44'25"W., FOR A DISTANCE OF 1,973.54 FEET; THENCE RUN S.10°15'35"E., FOR A DISTANCE OF 787.74 FEET; THENCE RUN N.79°44'25"E., FOR A DISTANCE OF 70.00 FEET; THENCE RUN S.10°15'35"E., FOR A DISTANCE OF 200.00 FEET; THENCE RUN S.79°44'25"W., FOR A DISTANCE OF 200.00 FEET; THENCE RUN N.10°15'35"W., FOR A DISTANCE OF 200.00 FEET; THENCE RUN N.79°44'25"E., FOR A DISTANCE OF 70.00 FEET; THENCE RUN N.10°15'35"W., FOR A DISTANCE OF 847.74 FEET; THENCE RUN N.79°44'25"E., FOR A DISTANCE OF 319.14 FEET; THENCE RUN N.11°51'36"W., FOR A DISTANCE OF 1,059.51 FEET; THENCE RUN N.89°38'57"W., FOR A DISTANCE OF 538.94 FEET; THENCE RUN S.60°51'17"W., FOR A DISTANCE OF 142.43 FEET; THENCE RUN S.82°03'01"W., FOR A DISTANCE OF 260.61 FEET; THENCE RUN N.83°16'14"W., FOR A DISTANCE OF 248.12 FEET; THENCE RUN N.59°49'57"W., FOR A DISTANCE OF 161.27 FEET; THENCE RUN N.89°38'57"W., FOR A DISTANCE OF 540.10 FEET; THENCE RUN S.80°21'37"W., FOR A DISTANCE OF 1,079.96 FEET; THENCE RUN S.23°23'32"W. FOR A DISTANCE OF 267.00 FEET; THENCE RUN S.33°34'33"E., FOR A DISTANCE OF 306.57 FEET; THENCE RUN S.48°37'33"W., FOR A DISTANCE OF 851.01 FEET; THENCE RUN N.75°50'35"W., FOR A DISTANCE OF 1,622.71 FEET; THENCE RUN N.51°21'08"W., FOR A DISTANCE OF 931.41 FEET; THENCE RUN S.44°52'17"W. FOR A DISTANCE OF 294.48 FEET; THENCE RUN S.00°07'43"E., FOR A DISTANCE OF 36.62 FEET; THENCE RUN S.17°25'43"E., FOR A DISTANCE OF 1,780.22 FEET; THENCE RUN S.16°46'16"W., FOR A DISTANCE OF 1,821.12 FEET TO A POINT 60.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE EAST HALF OF SECTION 33, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.00°07'43"E., PARALLEL WITH THE WEST LINE OF THE EAST HALF OF SAID SECTION 33, FOR A DISTANCE OF 2,438.70 FEET; THENCE RUN S.23°42'24"E. FOR A DISTANCE OF 100.00 FEET; THENCE RUN S.89°08'12"W., FOR A DISTANCE OF 100.01 FEET TO THE POINT OF BEGINNING; CONTAINING 45.518 ACRES, MORE OR LESS.

BEARINGS REFER TO THE WEST LINE OF THE EAST HALF OF SECTION 33, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING N.00°07'43"W.

AND

LEGAL DESCRIPTION - PARCEL "B"

A PARCEL OF LAND LOCATED IN SECTION 36, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.85°22'50"E., ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36, FOR A DISTANCE OF 211.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.85°22'50"E. FOR A DISTANCE OF 200.00 FEET; THENCE RUN S.04°37'10"E. FOR A DISTANCE OF 140.00 FEET; THENCE RUN S.85°22'50"W. FOR A DISTANCE OF 200.00 FEET; THENCE RUN N.04°37'10"W. FOR A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING; CONTAINING 0.643 ACRE, MORE OR LESS.

BEARINGS REFER TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING N.85°22'50"E.

HM PROJECT #1993103
12/16/2
REF. DWG. #A-1455-3
PAGE 3 OF 3

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

HOLE MONTES, INC.
CERTIFICATION OF AUTHORIZATION LB #1772

BY *Thomas M. Murphy* P.S.M. #5628
THOMAS M. MURPHY STATE OF FLORIDA



950 Encore Way · Naples, Florida 34110 · Phone: 941.254.2000 · Fax: 941.254.2099

HM PROJECT #1993103
12/17/2
REF. DWG. #B-4065

LEGAL DESCRIPTION

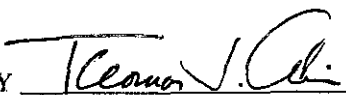
A PORTION OF SECTIONS 32 AND 33, TOWNSHIP 45 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 45 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.88°40'18"W., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, FOR A DISTANCE OF 2443.43 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N.01°34'31"E. FOR A DISTANCE OF 710.93 FEET; THENCE RUN N.01°10'30"W. FOR A DISTANCE OF 1003.23 FEET; THENCE RUN N.27°10'31"E. FOR A DISTANCE OF 537.74 FEET; THENCE RUN N.42°14'57"E. FOR A DISTANCE OF 1244.23 FEET; THENCE RUN N.31°05'46"E. FOR A DISTANCE OF 344.30 FEET; THENCE RUN N.39°34'06"E. FOR A DISTANCE OF 1045.52 FEET; THENCE RUN S.89°26'15"E. FOR A DISTANCE OF 563.18 FEET TO A POINT 60.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 45 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.00°12'09"W., PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, FOR A DISTANCE OF 862.13 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN S.86°41'11"W., ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, FOR A DISTANCE OF 60.09 FEET TO THE NORTHEAST CORNER OF SAID SECTION 32; THENCE RUN S.00°12'09"E., ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, FOR A DISTANCE OF 798.06 FEET; THENCE RUN N.89°26'15"W. FOR A DISTANCE OF 530.99 FEET; THENCE RUN S.39°34'06"W. FOR A DISTANCE OF 1078.58 FEET; THENCE RUN S.31°05'46"W. FOR A DISTANCE OF 342.88 FEET; THENCE RUN S.42°14'57"W. FOR A DISTANCE OF 1246.31 FEET; THENCE RUN S.27°10'31"W. FOR A DISTANCE OF 560.84 FEET; THENCE RUN S.01°10'30"E. FOR A DISTANCE OF 1016.94 FEET; THENCE RUN S.01°34'31"W. FOR A DISTANCE OF 712.53 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE RUN N.88°40'18"E., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, FOR A DISTANCE OF 60.08 FEET TO THE POINT OF BEGINNING; CONTAINING 8.677 ACRES, MORE OR LESS.

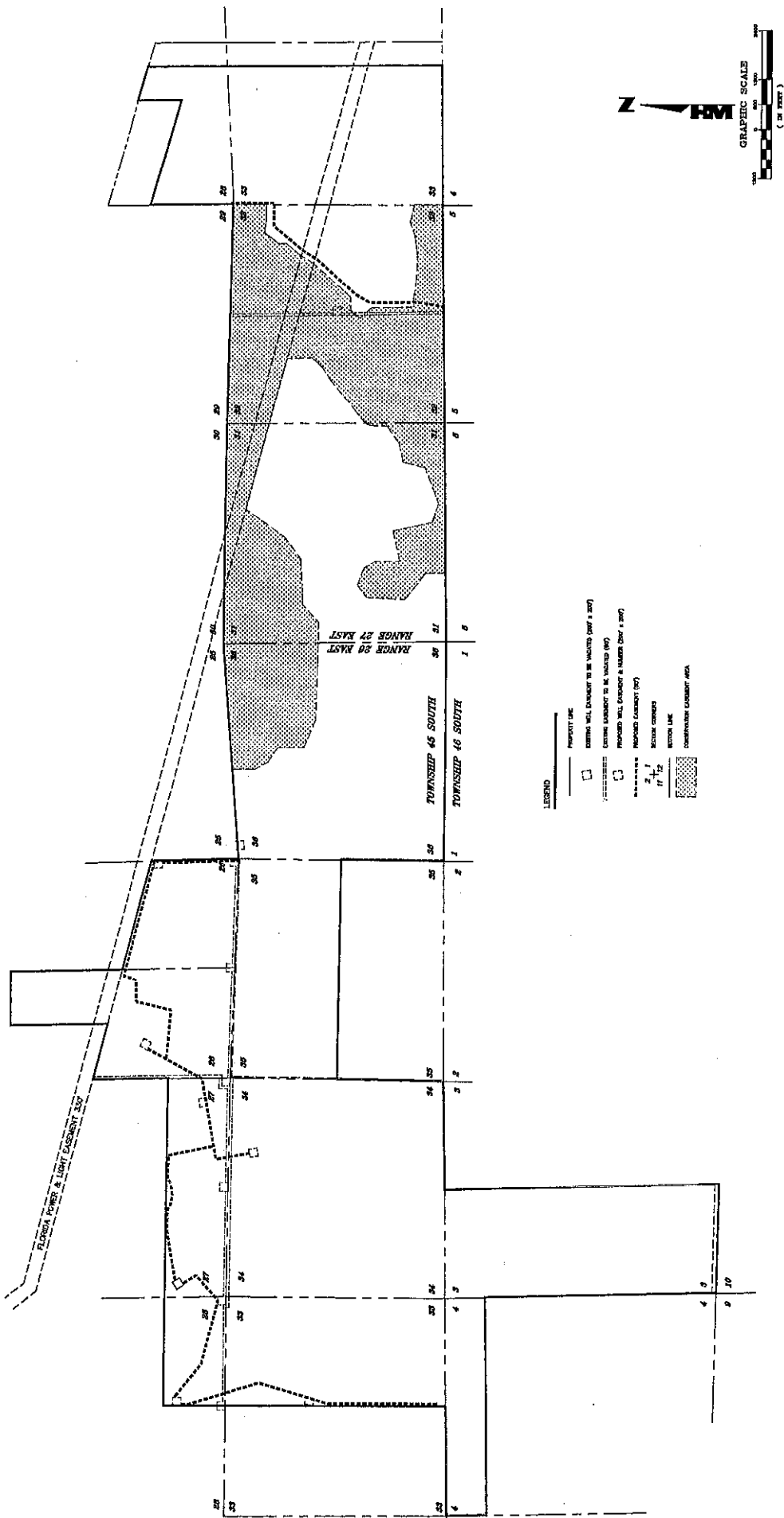
THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 45 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA, AS BEING S.88°40'18"W.

HOLE MONTES, INC.
CERTIFICATION OF AUTHORIZATION LB #1772

BY 
THOMAS J. GARRIS

P.L.S. #3741
STATE OF FLORIDA



DATE	10/02	DATE	10/14/02	DATE	10/14/02	DATE	10/14/02
DESIGNED BY	VARIES	CHECKED BY	VARIES	DESIGNED BY	VARIES	CHECKED BY	VARIES
DRAWN BY	VARIES	DATE	10/14/02	DRAWN BY	VARIES	DATE	10/14/02
PROJECT NO.	1993.103X	PROJECT NO.	1993.103X	PROJECT NO.	1993.103X	PROJECT NO.	1993.103X
SHEET NO.	4 OF 4	SHEET NO.	4 OF 4	SHEET NO.	4 OF 4	SHEET NO.	4 OF 4
EX-PR LCU ESMT DM	940-4	EX-PR LCU ESMT DM	940-4	EX-PR LCU ESMT DM	940-4	EX-PR LCU ESMT DM	940-4
REFERENCE NO.		REFERENCE NO.		REFERENCE NO.		REFERENCE NO.	
DRAWING CORRECT AS OF:	10/13/02	DRAWING CORRECT AS OF:	10/13/02	DRAWING CORRECT AS OF:	10/13/02	DRAWING CORRECT AS OF:	10/13/02
<p>FLORIDA ROCK INDUSTRIES, INC. FT. MYERS MINE No. 2 \ PHASE 1-8</p> <p>6202-F Residential Court Fort Myers, FL 33919 Phone : (941) 985-1200 Florida Certificate of Authorization No.1772</p>							
<p>EXISTING / PROPOSED LCU EASEMENT EXHIBIT</p>							

COPY

This instrument prepared by:

Lee County Utilities
Post Office Box 398
Fort Myers, Florida 33902-0398

Project: Green Meadows Water Treatment Plant &
Water Production Wellfields

SECTIONS: 26, 27, 28, 33, 34, 35, 36 (Twp. 45S, Rng. 26E)
and 31, 32 (Twp. 45S, Rng. 27E)

This space for Recording

MONITORING ACCESS EASEMENT GRANT AGREEMENT

This Agreement is made and entered into on this ____ day of _____, 2004, by and between Florida Rock Industries, Inc., and Florida Rock Properties, Inc., whose address is 155 East 21st Street, Jacksonville, Florida, 32206, as owner(s) ("GRANTOR"), and Lee County, a political subdivision of the State of Florida, whose address is 2115 Second Street, Fort Myers, Florida 33901 ("COUNTY"), the Parties, hereto.

WITNESSETH:

1. For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, GRANTOR does hereby grant to the COUNTY, an access easement situated in Lee County, Florida, over and across GRANTOR'S property, more particularly described in Exhibit "A" attached hereto and incorporated herein, for the purpose of providing access to COUNTY'S employees, consulting engineers, and contractors for entrance upon the above described lands (Exhibit "A"), to install, maintain, operate, remove, replace, inspect and take readings from transects and monitoring wells. The purpose of the readings from the monitoring wells is to monitor the effects on surrounding wetlands from water production wells owned by the COUNTY, by and through its Department of Lee County Utilities ("UTILITIES").
2. The monitoring of these wetlands is a condition of UTILITIES' water use permit for the Green Meadows Wellfield as issued by the South Florida Water Management District ("SFWMD"). The facilities and activities that are required within these wetlands are as follows.

- a. A proposed piezometer as depicted in Exhibit "A" will require a one-time access with a drill rig.
 - b. A technician will access the site once every quarter to download water level data, and other COUNTY or SFWMD staff will access the site quarterly to monitor vegetation along transects, also as depicted in Exhibit "A".
 - c. In accordance to procedures provided herein, UTILITIES staff may enter the site at its convenience for routine maintenance or replacement of the COUNTY'S monitoring equipment.
3. The term of this Monitoring Access Easement shall run concurrent with the term of the UTILITIES' water use permit granted by the SFWMD, or for a period of ten (10) years, whichever is less. This Monitoring Access Easement may be renewed for additional ten (10) year periods at the sole discretion of GRANTOR. This grant of easement shall terminate one (1) year following the termination date of the UTILITIES SFWMD water use permit, which contains the condition to monitor the wetlands as described above.
4. GRANTOR warrants that subject to existing easements, if any, for public highways or roads, railroads, ditches, pipelines, electrical transmission or distribution lines, telephone and telegraph lines covering the land herein described, GRANTOR is lawfully seized and possessed of the lands, having good and lawful right and power to convey them, and that the lands are free and clear of mortgages, liens, easements and encumbrances except those of record; and GRANTOR will warrant and defend the title and terms to this easement and the quiet possession thereof against the lawful claims and demands of all persons for the term of this access easement.
5. The easement, rights and privileges granted herein are non-exclusive, and GRANTOR reserves the right to convey similar rights and easements to other persons, except any rights or easements that may unreasonably interfere with, or prevent the use by the COUNTY of this easement. GRANTOR also retains, reserves and will continue to enjoy use of its property for purposes that will not unreasonably interfere with or prevent the use of the easement by COUNTY. The GRANTOR'S rights to enjoy the use of the subject property shall prevail in the event of a conflict with the use of COUNTY; however, if such a conflict occurs, GRANTOR shall provide COUNTY with suitable alternate access within a reasonable period of time acceptable to the COUNTY.

6. This instrument shall be binding on, and will inure to the benefit of the GRANTOR and COUNTY, their heirs, successors in interest or assigns, and shall not be transferable to any other party by either Party hereto.
7. During the term of this agreement, COUNTY and its employees, consulting engineers and contractors shall, on every occasion and without fail, register at GRANTOR'S office before proceeding onto GRANTOR'S property through the subject access easements. Safe hours of access shall be between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. All visitors will be required to observe all of GRANTOR'S and the U. S Department of Labor, Mine Safety and Health Administration mandated safety regulations and use personal safety equipment as required by the GRANTOR. No visitor may enter a posted danger zone, except when escorted by GRANTOR'S representative(s).

8. INDEMNIFICATION

- a. The COUNTY will be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the COUNTY while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be held to be liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.
- b. COUNTY and its representatives shall at all times comply with all Federal, State, and District Environmental Regulations; further, COUNTY shall hold harmless GRANTOR from: Environmental infractions, incidents of soil or water contamination, and all other unpermitted activities of COUNTY and its representatives while on GRANTOR'S property during the term of this agreement to the extent of liability as set out in Sub-Paragraph. a., above.
- c. GRANTOR assumes no liability for the maintenance and repair of any access road or trail utilized by COUNTY in its monitoring activities for the term of this Agreement.
- d. COUNTY shall be responsible for GRANTOR'S costs and reasonable attorney's fees in connection with any litigation brought against the COUNTY in which GRANTOR may become a party as the sole consequence of the acts of the COUNTY pursuant to this Easement Agreement.

9. The GRANTOR shall not insure nor be responsible for any loss or damage to property of any kind, including loss of use thereof, owned, leased or borrowed by the COUNTY, or their employees, servants or agents in the course of the use of this easement by the COUNTY.
10. Title to all equipment constructed and/or placed hereunder on GRANTOR'S property by COUNTY or its agents shall remain in the COUNTY, COUNTY'S successors, appointees, and/or assigns. Upon the expiration or termination of this Easement Agreement, COUNTY shall, at its sole cost and expense, remove all of its equipment or structures from GRANTOR'S property, to include proper capping of the monitoring wells, and restore GRANTOR'S property to essentially its condition at the time of the granting of this Easement.
11. COUNTY shall have reasonable right of access across other portions of GRANTOR'S property for the purposes of reaching the described easement (Exhibit "A"), if necessary, on either paved or unpaved surfaces provided that procedures established in section 7 herein are observed. Any damage to GRANTOR'S property or permitted improvements thereon as the result of such access to the described easement, or the construction, maintenance, or repairs located within the described easement shall be restored by COUNTY to the condition in which it existed prior to the damage as is reasonably practicable.

(Balance of Page Left Intentionally Blank)

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2004.

TWO SEPARATE WITNESSES:

FLORIDA ROCK INDUSTRIES, INC.
A Florida Corporation (GRANTOR)

J. Michael OBerry
1st Witness Signature

By: J.S.B. Oz

J. Michael OBerry
Printed Name of 1st Witness

Name: Thompson S. Baker Jr

Donna Baker
2nd Witness Signature

Title: V.P.

Donna Baker
Printed Name of 2nd Witness

(CORPORATE SEAL)

TWO SEPARATE WITNESSES:

FLORIDA ROCK PROPERTIES, INC.
A Florida Corporation

Judy Gneisig
1st Witness Signature

By: John E. Anderson

Judy Gneisig
Printed Name of 1st Witness

Name: John E. Anderson

Delores L. Jones
2nd Witness Signature

Title: Chairman / CEO

DELORES L. JONES
Printed Name of 2nd Witness

(CORPORATE SEAL)

ATTEST: CHARLIE GREEN
CLERK OF THE COURTS

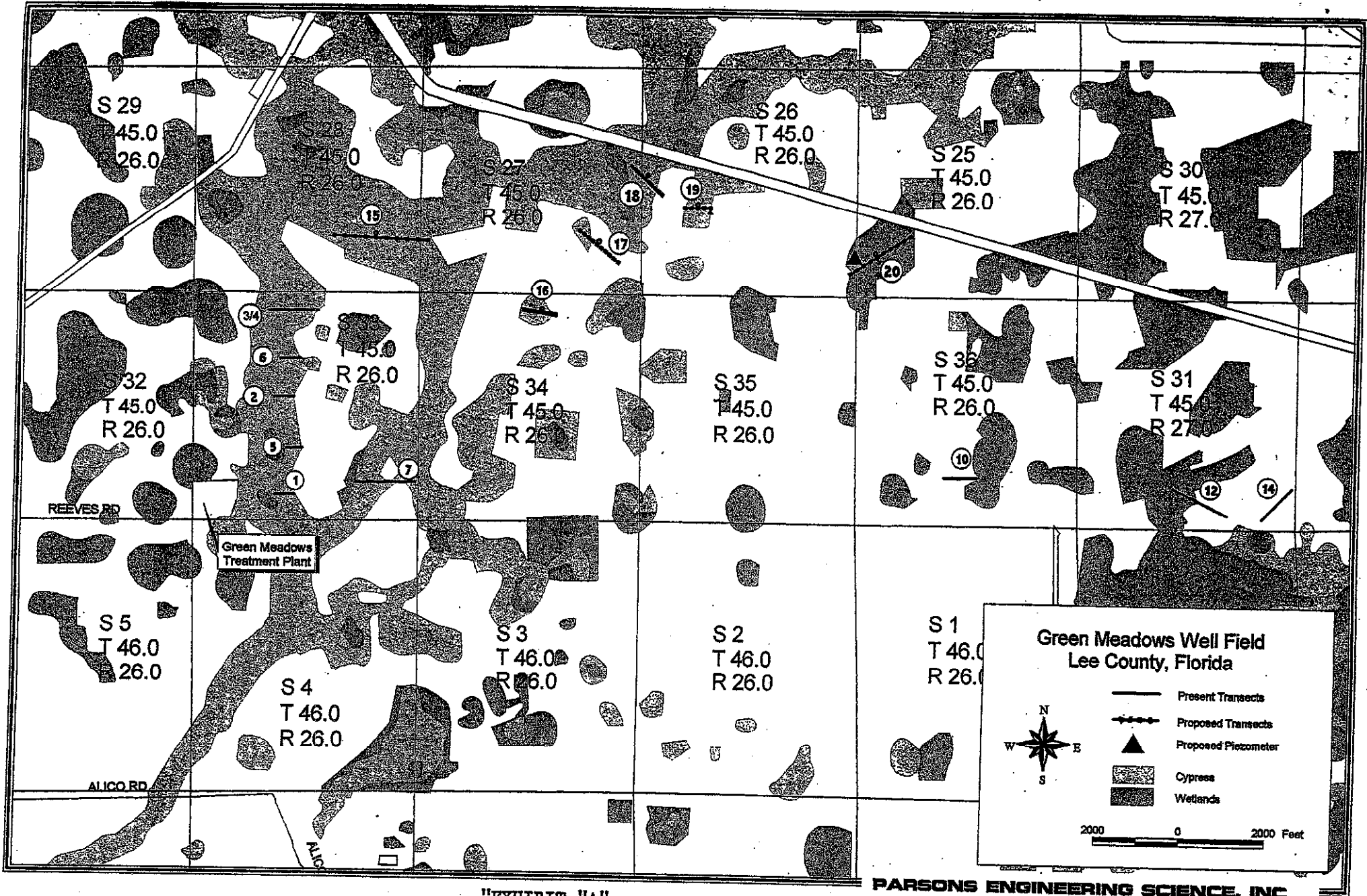
BOARD OF COUNTY COMMISSIONERS
of LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney



"EXHIBIT "A"

PARSONS ENGINEERING SCIENCE, INC

PUBLIC NOTICE

PLEASE BE ADVISED that on the 27th day of April, 2004, at 5:00 P.M., or as soon thereafter, in the County Commissioner's Meeting Room, Old Lee County Courthouse, 2120 Main Street, Fort Myers, Florida, the Board of County Commissioners of Lee County, Florida will consider and take action on the adoption of a Resolution authorizing the exchange of public property for other real property pursuant to §125.37, Florida Statutes (2003).

The public property to be exchanged is Lee County interests of an easement, described as follows:

Those certain easements granted pursuant to that certain Grant of Easement recorded in O.R. Book 933, Pages 667-670, Public Records of Lee County, Florida, more particularly described therein as the following:

- Parcel 2: The middle 200.0 feet of the south 200.0 feet of Section 28, T45S, R26E;
- Parcel 3: The south 200.0 feet of the east 200.0 feet of Section 28, T45S, R26E;
- Parcel 4: The middle 200.0 feet of the south 200.0 feet of Section 27, T45S, R26E;
- Parcel 5: The south 200.0 feet of the east 200.0 feet of Section 27, T45S, R26E;
- Parcel 6: The south 200.0 feet of the east 100.0 feet of the SW ¼ and the south 200.0 feet of the west 100.0 feet of the SE ¼ Section 26, T45S, R26E;
- Parcel 7: The south 200.0 feet of the east 200.0 feet of Section 26, T45S, R26E;
- Parcel 14: The middle 200.0 feet of the west 200.0 feet of the east ½ of Section 32, T45S, R27E;
- Portion of R/W Parcel 30: The south 60.0 feet of the east ½ of Section 28, T45S, R26E;
- R/W Parcel 31: The south 60.0 feet of Section 27, T45S, R26E, excluding parcels 4 and 5;

RW Parcel 32: The south 60.0 feet of Section 26, T45S, R26E, excluding parcels 6 and 7;

RW Parcel 36: The west 60.0 feet of the east ½ Section 32, T45S, R27E, excluding parcel 14;

-AND-

Portions of those certain easements granted pursuant to instrument recorded at O.R. Book 1193, Page 312, Public Records of Lee County, Florida, described as follows:

The north 66.0 feet of the east 266.0 feet of Section 33, T45S, R26E; and

The north 66.0 feet of Section 34, T45S, R26E; and

The 66.0 feet lying west of the SE 200.0 feet of Section 27, T45S, R26E; and

The 66.0 feet lying north of the SE 200.00 feet of Section 27, T45S, R26E; and

The west 66.0 feet of Section 26, T45S, R26E, lying north of the south 200.0 feet of said Section 26 and lying south of the FP&L easement in O.R. Book 872, Page 96, Public Records of Lee County.

The property to be received by Lee County in exchange are three perpetual easements described as follows:

EASEMENT GRANT #1

A PORTION OF SECTIONS 26, 27, 28, 33, 34, AND 35, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SECTION 33, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.00°07'43"W., ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 33, FOR A DISTANCE OF 200.02 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°07'43"W., ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 33, FOR A DISTANCE OF 2,540.55 FEET; THENCE RUN N.16°46'16"E., FOR A DISTANCE OF 432.37 FEET; THENCE RUN N.76°18'42"W., FOR A DISTANCE OF

129.14 FEET; THENCE RUN N.13°41'18"E., FOR A DISTANCE OF 200.00 FEET; THENCE RUN S.76°18'42"E., FOR A DISTANCE OF 139.91 FEET; THENCE RUN N.16°46'16"E., FOR A DISTANCE OF 1,178.91 FEET; THENCE RUN N.17°25'43"W., FOR A DISTANCE OF 1,770.89 FEET; THENCE RUN N.00°07'43"W., FOR A DISTANCE OF 385.75 FEET; THENCE RUN N.89°52'17"E., FOR A DISTANCE OF 200.00 FEET; THENCE RUN S.51°21'08"E., FOR A DISTANCE OF 1,054.10 FEET; THENCE RUN S.75°50'35"E., FOR A DISTANCE OF 1,578.10 FEET; THENCE RUN N.48°37'33"E., FOR A DISTANCE OF 767.08 FEET; THENCE RUN N.33°34'33"W., FOR A DISTANCE OF 545.25 FEET; THENCE RUN N.56°25'27"E., FOR A DISTANCE OF 200.00 FEET; THENCE RUN S.33°34'33"E., FOR A DISTANCE OF 42.62 FEET; THENCE RUN N.80°21'37"E., FOR A DISTANCE OF 1,203.58 FEET; THENCE RUN S.89°38'57"E., FOR A DISTANCE OF 561.32 FEET; THENCE RUN S.59°49'57"E., FOR A DISTANCE OF 164.80 FEET; THENCE RUN S.83°16'14"E., FOR A DISTANCE OF 227.94 FEET; THENCE RUN N.82°03'01"E., FOR A DISTANCE OF 241.66 FEET; THENCE RUN N.60°51'17"E., FOR A DISTANCE OF 147.00 FEET; THENCE RUN S.89°38'57"E., FOR A DISTANCE OF 603.14 FEET; THENCE RUN S.11°51'36"E., FOR A DISTANCE OF 1,109.59 FEET; THENCE RUN N.79°44'25"E., FOR A DISTANCE OF 955.15 FEET; THENCE RUN N.10°15'35"W., FOR A DISTANCE OF 140.00 FEET; THENCE RUN N.79°44'25"E., FOR A DISTANCE OF 200.00 FEET; THENCE RUN S.10°15'35"E., FOR A DISTANCE OF 140.00 FEET; THENCE RUN N.79°44'25"E., FOR A DISTANCE OF 470.08 FEET; THENCE RUN N.27°55'06"E., FOR A DISTANCE OF 1,676.71 FEET; THENCE RUN S.62°04'54"E., FOR A DISTANCE OF 200.00 FEET; THENCE RUN S.27°55'06"W., FOR A DISTANCE OF 200.00 FEET; THENCE RUN N.62°04'54"W., FOR A DISTANCE OF 140.00 FEET; THENCE RUN S.27°55'06"W., FOR A DISTANCE OF 423.33 FEET; THENCE RUN S.85°29'40"E., FOR A DISTANCE OF 1,061.64 FEET; THENCE RUN N.13°08'07"E., FOR A DISTANCE OF 852.28 FEET; THENCE RUN N.88°36'32"E., FOR A DISTANCE OF 527.04 FEET; THENCE RUN N.20°10'24"E., FOR A DISTANCE OF 343.90 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF A FLORIDA POWER AND LIGHT COMPANY EASEMENT RECORDED IN O.R. BOOK 872 AT PAGE 96 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.75°34'30"E., ALONG THE SOUTHWESTERLY BOUNDARY OF SAID EASEMENT, FOR A DISTANCE OF 2932.55 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.01°57'25"E., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, FOR A DISTANCE OF 2094.73 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 26; THENCE RUN

N.88°39'06"W., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, FOR A DISTANCE OF 60.10 FEET TO A POINT 60.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE RUN N.01°57'25"W., PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, FOR A DISTANCE OF 1,846.23 FEET; THENCE RUN S.88°02'35"W., FOR A DISTANCE OF 140.00 FEET; THENCE RUN N.01°57'25"W., FOR A DISTANCE OF 200.00 FEET; THENCE RUN N.88°02'35"E., FOR A DISTANCE OF 140.46 FEET TO A POINT 60.00 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTHWESTERLY BOUNDARY OF THE FLORIDA POWER AND LIGHT COMPANY EASEMENT RECORDED IN O.R. BOOK 872 AT PAGE 96 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.75°34'30"W., PARALLEL WITH THE SOUTHWESTERLY BOUNDARY OF SAID EASEMENT, FOR A DISTANCE OF 2,833.87 FEET; THENCE RUN S.20°10'24"W., FOR A DISTANCE OF 330.44 FEET; THENCE RUN S.88°36'32"W., FOR A DISTANCE OF 521.41 FEET; THENCE RUN S.13°08'07"W., FOR A DISTANCE OF 857.43 FEET; THENCE RUN N.85°29'40"W., FOR A DISTANCE OF 1,139.20 FEET; THENCE RUN S.27°55'06"W., FOR A DISTANCE OF 1,017.14 FEET; THENCE RUN S.79°44'25"W., FOR A DISTANCE OF 1,973.54 FEET; THENCE RUN S.10°15'35"E., FOR A DISTANCE OF 787.74 FEET; THENCE RUN N.79°44'25"E., FOR A DISTANCE OF 70.00 FEET; THENCE RUN S.10°15'35"E., FOR A DISTANCE OF 200.00 FEET; THENCE RUN S.79°44'25"W., FOR A DISTANCE OF 200.00 FEET; THENCE RUN N.10°15'35"W., FOR A DISTANCE OF 200.00 FEET; THENCE RUN N.79°44'25"E., FOR A DISTANCE OF 70.00 FEET; THENCE RUN N.10°15'35"W., FOR A DISTANCE OF 847.74 FEET; THENCE RUN N.79°44'25"E., FOR A DISTANCE OF 319.14 FEET; THENCE RUN N.11°51'36"W., FOR A DISTANCE OF 1,059.51 FEET; THENCE RUN N.89°38'57"W., FOR A DISTANCE OF 538.94 FEET; THENCE RUN S.60°51'17"W., FOR A DISTANCE OF 142.43 FEET; THENCE RUN S.82°03'01"W., FOR A DISTANCE OF 260.61 FEET; THENCE RUN N.83°16'14"W., FOR A DISTANCE OF 248.12 FEET; THENCE RUN N.59°49'57"W., FOR A DISTANCE OF 161.27 FEET; THENCE RUN N.89°38'57"W., FOR A DISTANCE OF 540.10 FEET; THENCE RUN S.80°21'37"W., FOR A DISTANCE OF 1,079.96 FEET; THENCE RUN S.23°23'32"W. FOR A DISTANCE OF 267.00 FEET; THENCE RUN S.33°34'33"E., FOR A DISTANCE OF 306.57 FEET; THENCE RUN S.48°37'33"W., FOR A DISTANCE OF 851.01 FEET; THENCE RUN N.75°50'35"W., FOR A DISTANCE OF 1,622.71 FEET; THENCE RUN N.51°21'08"W., FOR A DISTANCE OF 931.41 FEET; THENCE RUN S.44°52'17"W. FOR A DISTANCE OF 294.48 FEET; THENCE RUN S.00°07'43"E., FOR A

DISTANCE OF 36.62 FEET; THENCE RUN S.17°25'43"E., FOR A DISTANCE OF 1,780.22 FEET; THENCE RUN S.16°46'16"W., FOR A DISTANCE OF 1,821.12 FEET TO A POINT 60.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE EAST HALF OF SECTION 33, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.00°07'43"E., PARALLEL WITH THE WEST LINE OF THE EAST HALF OF SAID SECTION 33, FOR A DISTANCE OF 2,438.70 FEET; THENCE RUN S.23°42'24"E. FOR A DISTANCE OF 100.00 FEET; THENCE RUN S.89°08'12"W., FOR A DISTANCE OF 100.01 FEET TO THE POINT OF BEGINNING; CONTAINING 45.518 ACRES, MORE OR LESS.

BEARINGS REFER TO THE WEST LINE OF THE EAST HALF OF SECTION 33, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING N.00°07'43"W.

AND TOGETHER WITH:

EASEMENT GRANT #2

A PARCEL OF LAND LOCATED IN SECTION 36, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.85°22'50"E., ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36, FOR A DISTANCE OF 211.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.85°22'50"E. FOR A DISTANCE OF 200.00 FEET; THENCE RUN S.04°37'10"E. FOR A DISTANCE OF 140.00 FEET; THENCE RUN S.85°22'50"W. FOR A DISTANCE OF 200.00 FEET; THENCE RUN N.04°37'10"W. FOR A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING; CONTAINING 0.643 ACRE, MORE OR LESS.

BEARINGS REFER TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING N.85°22'50"E.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

AND TOGETHER WITH:

EASEMENT GRANT #3

A PORTION OF SECTIONS 32 AND 33, TOWNSHIP 45 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 45 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.88°40'18"W., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, FOR A DISTANCE OF 2443.43 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N.01°34'31"E. FOR A DISTANCE OF 710.93 FEET; THENCE RUN N.01°10'30"W. FOR A DISTANCE OF 1003.23 FEET; THENCE RUN N.27°10'31"E. FOR A DISTANCE OF 537.74 FEET; THENCE RUN N.42°14'57"E. FOR A DISTANCE OF 1244.23 FEET; THENCE RUN N.31°05'46"E. FOR A DISTANCE OF 344.30 FEET; THENCE RUN N.39°34'06"E. FOR A DISTANCE OF 1045.52 FEET; THENCE RUN S.89°26'15"E. FOR A DISTANCE OF 563.18 FEET TO A POINT 60.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 45 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.00°12'09"W., PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, FOR A DISTANCE OF 862.13 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN S.86°41'11"W., ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, FOR A DISTANCE OF 60.09 FEET TO THE NORTHEAST CORNER OF SAID SECTION 32; THENCE RUN S.00°12'09"E., ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, FOR A DISTANCE OF 798.06 FEET; THENCE RUN N.89°26'15"W. FOR A DISTANCE OF 530.99 FEET; THENCE RUN S.39°34'06"W. FOR A DISTANCE OF 1078.58 FEET; THENCE RUN S.31°05'46"W. FOR A DISTANCE OF 342.88 FEET; THENCE RUN S.42°14'57"W. FOR A DISTANCE OF 1246.31 FEET; THENCE RUN S.27°10'31"W. FOR A DISTANCE OF 560.84 FEET; THENCE RUN S.01°10'30"E. FOR A DISTANCE OF 1016.94 FEET; THENCE RUN S.01°34'31"W. FOR A DISTANCE OF 712.53 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE RUN N.88°40'18"E., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, FOR A DISTANCE OF 60.08 FEET TO THE POINT OF BEGINNING; CONTAINING 8.677 ACRES, MORE OR LESS.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 45 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA, AS BEING S.88°40'18"W.

The terms will be the exchange of Lee County's real property interest in an easement in return for Lee County receiving an easement that will provide improved access for the installation and maintenance of public water supply wells and raw water transmission lines. Lee County will pay the advertising costs for public notification and the property owner will be responsible for all other costs effecting the exchange. An Agreement for Real Property is requested to be adopted to further delineate the obligations of the property owner in effecting the exchange.

Parties to the exchange will be Lee County, Florida Rock Properties, Inc., and Florida Rock Industries, Inc. If the Resolution of Exchange is adopted, the closing of said exchange will follow thereafter in accordance with the terms of the approved resolution.

ALL PERSONS INTERESTED IN COMMENTING ON THE BOARD'S CONSIDERATION OF THIS MATTER ARE REQUESTED TO BE IN ATTENDANCE AT THE TIME AND PLACE SET FORTH ABOVE. PLEASE BE GOVERNED ACCORDINGLY.

If you have a disability that will require special assistance or accommodations for your attendance at the public hearing, please call the Lee County Division of Public Resources at (239) 335-2269 for information.

The text of this Notice is pursuant to and in conformance with §125.66, Florida Statutes (2003).

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Charlie Green, Ex-Officio Clerk
to the Board of County Commissioners
of Lee County, Florida

APPROVED AS TO FORM:

By:  _____
Office of the County Attorney

Ad Size: _____

Publishing Dates: April 13, 2004 & April 20, 2004